

# **EMERGENCY SOLICITATION FOR OFFERS**

for

**Program Management Assistance for Stafford Act – Hazard  
Mitigation Grant Program for Subrecipients**



**SFO #:3000017440**

**Offer Due Date/Time: Monday, July 26, 2021 at 2:00 p.m.**

**State of Louisiana  
Governor's Office of Homeland Security and Emergency  
Preparedness (GOHSEP)**

**Release Date: Friday, July 9, 2021**

**Release Time: 2:00 PM CDT**

## **IMPORTANT DISCLAIMERS**

This Solicitation for Offers (“SFO”) is issued under authority of Governor John Bel Edwards Proclamation of Emergency 113 JBE-2021 Hurricane Laura and 122 JBE-2021 Hurricane Delta. The purpose of this procurement is to assist subapplicants who were recently allocated funding for Hazard Mitigation Grant Program (HMGP) for disasters declared since January 1, 2020 by Governor Edwards, but may not have adequate capacity and expertise to manage this process and wish to utilize state Contract resources.

Time is of the essence in identifying and contracting with qualified entities to assist with the State of Louisiana’s hazard mitigation efforts by providing program management assistance by Contractor personnel that will assist eligible Hazard Mitigation Assistance subrecipients with all administrative, oversight, project development, reimbursement and closeout activities necessary from Hurricanes Laura and Delta and potentially future grant programs. They will assist subrecipients to ensure through proper program management that they are administering the grant in accordance with all laws, regulations and policies in order to maximize funding opportunities. Due to the state of emergency, this SFO is being issued as an emergency solicitation under authority of 113 JBE-2021 Hurricane Laura and 122 JBE-2021 Hurricane Delta, and ordinary procurement laws are suspended.

This Solicitation for Offers (“SFO”) is to obtain information and costs for planning purposes and does not guarantee an award. This information will be reviewed and discussed by the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), and may or may not result in an award of a Contract/purchase order.

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a response to this SFO identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44:1-44, Section 2.7 of this SFO, and applicable rules and regulations. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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## **PART 1: GENERAL INFORMATION**

### **1.1 Background**

This Solicitation for Offers (SFO) is issued by the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) (hereinafter referred to as the "State" or "GOHSEP") for the purpose of entering into a Contract with a program management assistance Contractor who will provide qualified personnel familiar with the Hazard Mitigation Grant Program (HMGP) administered under the Stafford Act, and as described in this SFO. The program management assistance provided by Contractor personnel will assist eligible HMGP subrecipients with all administrative, oversight, project development, reimbursement and closeout activities necessary for HMGP for disasters declared since January 1, 2020. They will assist subrecipients to ensure through proper program management that they are administering the grant in accordance with all laws, regulations and policies in order to maximize funding opportunities.

### **1.2 Purpose**

The purpose of this Solicitation for Offers (SFO) is to obtain competitive offers from qualified Offerers who are interested in providing the State the following:

- ❖ Assistance in program management on behalf of the subrecipients as assigned by GOHSEP in current and future grant programs in the area of technical, grant management, and closeout expertise in The Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended (Stafford Act), specifically Section 404 in Hazard Mitigation Grant Program.
- ❖ Assistance and expertise to eligible entities in identification of mitigation priorities, sub application development, benefit cost analysis preparation, programmatic/policy guidance, training, planning, grants management, monitoring and close-out of activities.
- ❖ As needed, assist eligible entities with review and development of policies and procedures to ensure compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

GOHSEP reserves the right to make multiple awards, as deemed in the best interest of the State.

### **1.3 Project Information**

#### **1.3.1 Term of Contract**

Any Contract resulting from this SFO will have a duration of twelve (12) months, which may be extended for up to two additional twelve (12) month extensions at the sole option of the State. No Contract or amendment shall be valid, nor shall the State be bound by the Contract or an amendment, until it has first been executed by the head of the using agency, or his designee, and the Contractor and has been approved by the Division of Administration, Office of State Procurement. Total Contract term shall not exceed three (3) years.

#### **1.3.2 Scope of Work/Services**

Scope of Work/Services details the overview of the project requirements inclusive of deliverables and desired results that the State is considering.

### **1.3.3 Subcontractors:**

Any subcontractor agreements shall be provided to GOHSEP for prior approval in advance of said subcontractors commencing any work. Upon prior approval of GOHSEP, additional subcontractors may be added to the Contract after execution thereof by formal amendment to the Contract, signed by both Parties and approved by the Office of State Procurement.

## **1.4 Requirements for Offerers**

### **1.4.1 Mandatory Requirements:**

The Offerers shall meet the following requirements prior to the deadline for receipt of offers:

- a) Offerer shall demonstrate prior experience working on similar projects with recipients or subrecipients in the administration, technical assistance, grants management and closeout of Stafford Act, Hazard Mitigation Grant Program.
- b) Offerer shall exhibit that proposed staff has the requisite knowledge of Hazard Mitigation Grant Program as required in the Position Descriptions, Part 3, Section 3.5.1.
  - (i) Requisite knowledge will be established by reviewing the submitted resumes to determine if the Offerer's proposed staff possesses the knowledge required to accomplish the Scope of Work/Services.
- c) Offerers must complete Attachment II, Certification Statement, Attachment IV, Cost Worksheet and Attachment V, Staffing Chart and Attachment .

### **1.4.2 Mandatory Disclosure:**

In accordance with La. R.S. 42:1111(C), Offerers must submit a list of all past or current Contracts with any State agency, local government or private non-profit agency that are administered under the Stafford Act, Hazard Mitigation Assistance Programs and as described in this SFO.

GOHSEP has asked for a list of Contracts that potentially may be a conflict to this SFO in order to prevent any violations of the Louisiana Code of Governmental Ethics at the time of the awarding of this Contract. Since this SFO's Scope of Work/Services, Part 2 may cover Contracts that Offerers may already have with subrecipients (State agencies, local agencies, or private non-profits), it is a potential ethics issue to have simultaneous Contracts.

More specifically, anyone who is compensated (or not) to perform work for GOHSEP, is considered a public employee as defined by La. R.S. 42:1102(19). Thus, all of a Contractor's employees or subcontractors to this Contract are subject to the Louisiana Code of Governmental Ethics. As a public employee, there are restrictions in Title 42, Chapter 15 of the Louisiana Revised Statutes that prohibit an employee from working for certain persons. Specifically, La. R.S. 42:111C(2)(d) prohibits employees from receiving compensation from certain persons (or entities) that have a relationship with GOHSEP, which is defined in the Scope of Work/Services, Part 2 of this SFO. This Contract will require employees to conduct oversight of subrecipients and/or of subrecipient projects. Subrecipients that compensate our Contract employees causes a prohibited source of income as set forth in Section 1111C(2)(d) of the Ethics Code. Furthermore, subrecipients that Contract with and compensate our Contract employees have a substantial economic interest that our Contract employees that



are tasked to oversee which can be affected by the performance or nonperformance of their Contractually obligated duties of GOHSEP.

That is not to say that all Contracts with potential subrecipients are per se a conflict. Only subrecipients that have Contracted with Contractors for the same scope of work and/or services are a conflict. Offerers should refer to Scope of Work/Services, Part 2 of this SFO.

If Offerers are aware of Contracts that can be considered a conflict in accordance with the Louisiana Code of Governmental Ethics, this does not mean they should not submit an offer for this SFO. Potential conflicts will not be considered by GOHSEP in the awarding of this SFO. Offerers should be on notice, however, in order to accept this Contract with GOHSEP, they may be required to cancel prior conflicting contracts.

Further, GOHSEP is not requiring the disclosure of the entire substance of those contracts, but rather a list of contracts which the Offerer has determined may pose a conflict under the Louisiana Code of Governmental Ethics.

If a Offerer is selected for this SFO, a negotiation process will take place to discuss conflicting contracts before the Contract resulting from this SFO is signed.

The Contract will include language that states that the Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et. seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services call for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract. The Contractor agrees that he presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further agree that in the performance of this Contract, no person having any such interest shall be employed.

#### **1.4.3 Desirable Qualifications:**

It is desirable that Offerers should meet the following qualifications prior to the deadline for receipt of offers.

- a) Demonstrate successful history of project management for similar work and of the same magnitude of this SFO.
- b) Demonstrate the companies' overall effectiveness based on previous experience, including but not limited to: description of recipient/sub-recipients, examples of eligible HMPG projects and project types developed, examples of different types of successful BCA performed, and examples of support for grants management and project closeout.

## **1.5 Definitions**

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any Contract resulting from this solicitation.
Benefit Cost Analysis	A method that determines the future risk reduction benefits of a hazard mitigation project and compares those benefits to its costs. The result is a Benefit-Cost Ratio (BCR). A project is considered cost-effective when the BCR is 1.0 or greater. Applicants and subapplicants must use FEMA-approved

	methodologies and tools—such as the BCA Toolkit—to demonstrate the cost-effectiveness of their projects
Contractor	Any person having a Contract with a governmental body; the selected Offerer.
Discussions	For the purposes of this SFO, a formal, structured means of conducting written or oral communications/presentations with responsible Offerers who submit offers in response to this SFO.
DOA	Division of Administration
FEMA	Federal Emergency Management Agency
GOHSEP	Governor's Office of Homeland Security and Emergency Preparedness
GSA	General Services Administration
Hazard Mitigation Grant Program	Hazard Mitigation Grant Program provides funding to state, local, tribal and territorial governments so they can rebuild in a way that reduces, or mitigates, future disaster losses in their communities. This grant funding is available after a presidentially declared disaster.
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OSP	Office of State Procurement
Offerer	A firm or company or individual who responds to this SFO.
SFO	Solicitation for Offers
RRF	For purposes of this SFO, the Request for Reimbursement Form package contains necessary documentation to successfully support approval and reimbursement of eligible expenses on a project, i.e. Request for Reimbursement Form (RRF), Work Summary Sheets for Force Account Labor, Force Account Equipment, Rented Equipment, Materials, Contract Work, as applicable. Supporting documentation includes procurement documentation, Contracts, invoices, benefits calculation, and/or other relevant documentation.
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
Stafford Act	The Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended. This Act describes the programs and processes by which the Federal Government provides disaster and emergency assistance to State and local governments, tribal nations, eligible private nonprofit organizations, and individuals affected by a declared major disaster or emergency. The Stafford Act covers all hazards, including natural disasters and terrorist events.
State	The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
Subrecipient/Subapplicant	Subrecipient/Subapplicant means a non-Federal entity that receives a subaward from a pass-through entity, such as GOHSEP, to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.
Using Agency	The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

## **PART 2: ADMINISTRATIVE INFORMATION**

### **2.1 SFO Coordinator**

The SFO coordinator listed below shall be GOHSEP's point of contact for this SFO:

Honey Morris, SFO Coordinator/Blackout Period Contact  
Governor's Office of Homeland Security and Emergency Preparedness  
7667 Independence Blvd.  
Baton Rouge, LA 70806  
225.925.7500  
[Honey.Morris@la.gov](mailto:Honey.Morris@la.gov)

### **2.2 Schedule of Events**

<b><u>Activity/Event</u></b>	<b><u>Date</u></b>
Public notice of SFO	Friday 7/9/2021, 2:00 PM
Deadline for receipt of written inquiries	Thursday 7/15/2021, 2:00 PM
Deadline to answer written inquiries	Monday 7/19/2021, 10:00 AM
Deadline for receipt of electronic SFO responses	Monday 7/26/2021, 2:00 PM
Presentations & Discussions (if applicable)	N/A

**NOTE: GOHSEP reserves the right to deviate from this schedule of events as it deems appropriate.**

### **2.3 Response Content**

#### **2.3.1 Executive Summary**

This section should serve to introduce the scope of the response. It should include administrative information including, at a minimum, Offerer's contact name and phone number, email address and any other pertinent contact information. This section should also include a summary of the Offerer's qualifications and ability and willingness to comply with the State's requirements.

#### **2.3.2 Company Background and Experience**

The Offerers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of three (3) years of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Offerer's prior experience in working on projects similar in size, scope, and function to the proposed Contract. Offerers should describe its experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names, telephone numbers and email addresses.

Offerers should clearly describe their ability to exceed the qualifications described in the Mandatory Requirements for Offerer Section 1.4.1.

Offerers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Offerer Section 1.4.3.

### **2.3.3 Approach and Methodology**

The Offerer should provide their approach and methodology to accomplish the objectives above and services described in Part 3: Scope of Work/Services.

The Offerer should:

- Provide Offerer's understanding of the nature of the project and how its offer will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.
- Describe best practices garnered from previous experience with this Scope of Work/Services should be described.

### **2.3.4 Staff Qualifications**

The Offerer should provide detailed information about the experience and qualifications of the Offerer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

Offerers should clearly describe their ability to exceed the qualifications described in the Mandatory Requirements for Offerer Section 1.4.1.

Offerers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Offerer Section 1.4.3.

**Offerers must complete Attachment V, Staffing Chart.**

### **2.3.5 Veteran and Hudson Initiative Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in Contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

If a Offerer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Offerer shall include in their offer the names of their certified Veteran Initiative or

Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the Contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In SFO's requiring the compliance of a good faith subcontracting plan, the State may require Offerers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of offer review. Agreements between a Offerer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Offerers shall be prohibited.

If performing its evaluation of offers, the State reserves the right to require a non-certified Offerer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include Contracts between Offerer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a Contract is awarded to a Offerer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing Contract may be terminated.

The statutes (La. R.S. 39:2171 *et seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

### **2.3.6 Cost Offer**

#### **2.3.6.1 The Cost Offer shall include:**

- 2.3.6.2** An hourly rate (inclusive of travel and all project expenses) for each position description listed in **Attachment IV: Cost Worksheet**. The hourly rates shall be inclusive of labor, overhead, travel and all other expenses. Failure to provide an hourly rate for each position shall cause offer to be disqualified.
- 2.3.6.3** Offerer must provide all-inclusive rates that include overtime costs, mobilization and demobilization, and any other travel expenses such as lodging and meals.

### **2.3.7 Certification Statement**

The Offerer **must sign electronically or submit a scanned signature** on **Attachment II, the Certification Statement**.

### **2.3.8 Outsourcing of Key Internal Controls:**

Not applicable to this SFO.

## **2.4 Response Submittal**

Offerers interested in providing information requested by this SFO must submit responses containing the information specified no later than the Deadline for receipt of electronic SFO response as stated in the Schedule of Events in Section 2.2.

The responses must be received by electronic copy only to [Honey.Morris@la.gov](mailto:Honey.Morris@la.gov) on or before the date and time specified in the Schedule of Events in Section 2.2. E-mail submissions are the only acceptable method of delivery. **Fax, mail, and courier delivery shall not be acceptable.** Offerers should allow sufficient time to ensure receipt of their e-mailed offer by the date and time specified in the Schedule of Events in Section 2.2. State servers limit email sizes to 30MB uncompressed and 10MB encrypted. If your email exceeds these sizes, you must send multiple emails to avoid rejection and non-delivery.

**Responses received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered and will not be evaluated.**

## **2.5 Legibility/Clarity**

Responses to the requirements of this SFO in the formats requested are desirable with all questions answered in as much detail as practicable. The Offerer's response should demonstrate an understanding of the requirements. Offers prepared simply and economically, providing a straightforward, concise description of the Offerer's ability to meet the requirements of the SFO are also desired. Each Offerer shall be solely responsible for the accuracy and completeness of its offer.

## **2.6 Confidential Information**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the Contract, or which become available to the Contractor in carrying out the Contract, shall

be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the GOHSEP.

## **2.7 Trade Secrets and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information or non-published financial data shall only apply to the technical portion of the offer. The cost offer will not be considered confidential under any circumstance. Any offer copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, Contracts, and other public documents relating to this procurement shall be open to public inspection. Offerers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Offerer at the time of submission of their technical offer. Offerers should refer to the Louisiana Public Records Act for further clarification.

The Offerer shall clearly designate the part of the offer that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Offerer shall mark the cover sheet of the offer with the following legend, specifying the specific section(s) of the offer sought to be restricted in accordance with the conditions of the legend:

***"The data contained in pages \_\_\_\_\_ of the offer have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a Contract is awarded to this Offerer as a result of or in connection with the submission of this offer, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the Contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Offerer, without restrictions."***

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Offerer's response contains confidential information, the Offerer should also submit a redacted copy of their offer along with their original offer. When submitting the redacted copy, the Offerer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has

been removed. The redacted copy of the offer will be the copy produced by the State if a competing Offerer or other person seeks review or copies of the Offerer's confidential data.

**If the Offerer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Offerers shall be prepared to defend the reasons why the material should be held confidential. By submitting a offer with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential," the Offerer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue, which seek to order the State to disclose the information.

The State reserves the right to make any offer, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the offer. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any offer that fails to follow this section and/or La. R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

## **2.8 Additional Instructions and Notifications to Offerers**

### **2.8.1 SFO Addenda/Cancellation**

The State reserves the right to revise any part of the SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is the responsibility of Offerers to monitor postings. Issuance of this SFO, or subsequent addendum, (if any) does not constitute a commitment by the State to enter into a Contract/purchase order. GOHSEP reserves the right to enter into multiple Contracts, as deemed in the best interest of the State. In addition, the State may cancel this informal process at any time, without penalty.

### **2.8.2 Vendor Enrollment**

In order to receive a purchase order, your company must be registered as a vendor with the State of Louisiana. Registration is intuitive at: [https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg)

In order to receive payment, a W-9 must be submitted to: [DOA-OSRAP-LAGOV@la.gov](mailto:DOA-OSRAP-LAGOV@la.gov).

### **2.8.3 Ownership of Response**

The materials submitted in response to this request shall become the property of the State.

### **2.8.4 Cost of Preparation**

The State shall not be liable for any costs incurred by Offerers associated with developing the response, preparing for discussions (if any) or any other costs, incurred by the Offerer associated with this SFO.



### **2.8.5 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Offerer, proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to program management, design, development, implementation, procurement management, development of specifications, and evaluation of offers for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Offerer Inquiries section of this SFO. All communications to and from potential Offerers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the Contract is awarded.

In those instances in which a prospective Offerer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing Contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Offerer, bidder, proposer, or state Contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of offers and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the SFO.

### **2.8.6 Offerer Inquiries**

Written questions regarding SFO requirements or Scope of Work/Services must be submitted to the SFO Coordinator listed below.

Honey Morris  
SFO Coordinator/Blackout Period Contact  
Governor's Office of Homeland Security and Emergency Preparedness  
7667 Independence Blvd.  
Baton Rouge, LA 70806  
225.925.7500  
[Honey.Morris@la.gov](mailto:Honey.Morris@la.gov)

The State will consider written inquiries and requests for clarification of the content of this SFO received from potential Offerers. Written inquiries must be received by the date and time specified in the

Schedule of Events in Section 2.2. The State shall reserve the right to modify the SFO should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Offerers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the SFO Coordinator, Honey Morris or her designee has the authority to officially respond to a Offerer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Offerers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Offerers must register in the LaGov portal. Registration is intuitive at the following link:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at:  
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

## **2.9 Error and Omissions in Offer**

The State reserves the right to seek clarification of any offer for the purpose of identifying and eliminating minor irregularities or informalities.

## **2.10 Changes, Addenda, Withdrawals**

The State reserves the right to change the schedule of events or revise any part of the SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at  
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Offerer to check the website for addenda to the SFO.

## **2.11 Withdrawal of Offer**

A Offerer may withdraw a offer that has been submitted at any time up to the date and time the offer is due. To withdraw a offer, a written request signed by the authorized representative of the Offerer must be submitted to the SFO coordinator identified in the SFO.

## **2.12 Waiver of Administrative Informalities**

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any offer.

## **2.13 Offer Rejection/SFO Cancellation**

Issuance of this SFO in no way shall constitute a commitment by the State to award a Contract. The State shall reserve the right to accept or reject, in whole or part, all offers submitted and/or cancel this SFO if it is determined to be in the State's best interest.

## **2.14 Ownership of Offer**

All materials submitted in response to this SFO shall become the property of the State. Selection or rejection of a offer shall not affect this right.

## **2.15 Cost of Offer Preparation**

The State shall not be liable for any costs incurred by Offerers prior to issuance of or entering into a Contract. Costs associated with developing the offer, preparing for oral presentations, and any other expenses incurred by the Offerer in responding to this SFO shall be entirely the responsibility of the Offerer and shall not be reimbursed in any manner by the State.

## **2.16 Determination of Responsibility**

Determination of the Offerer's responsibility relating to this SFO shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Offerer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance;
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations; and
- Ensures that their offers contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the Contracted services.

## **2.17 Use of Subcontractors**

The State shall have a single prime Contractor as the result of any Contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the SFO and offer. This general requirement notwithstanding, Offerers may enter into subcontractor arrangements, however, shall acknowledge in their offers total responsibility for the entire Contract.

If the Offerer intends to subcontract for portions of the work, the Offerer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Offerer under the terms of this SFO shall also be required for each subcontractor, if requested by the State. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the Contract with the State, the prime Contractor shall not Contract with any other party for any of the services herein Contracted without the express prior written approval of the State.

## **2.18 Written or Oral Discussions/Presentations**

Not required for this SFO.

## **2.19 Acceptance of Offer Content**

All offers will be reviewed to determine compliance with administrative and mandatory requirements as specified in the SFO. Offers that are not in compliance will be rejected from further consideration.

## **2.20 Evaluation and Selection**

The evaluation of offers will be accomplished by an evaluation team, to be designated by the state, which will determine the offer most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the SFO.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Offerer or offer. Such input may include, but not be limited to, analysis of Offerer financial statements, review of technical requirements, or preparation of cost score data.

## **2.21 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Offerers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Offerers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work/services or to obtain the most cost effective pricing available.

**The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a Contract.**

## **2.22 Contract Award and Execution**

The State reserves the right to enter into a Contract based on the initial offers received without further discussion of the offers submitted. The State reserves the right to Contract for all or a partial list of services offered in the offers.

The SFO, including any addenda added, and the selected offer shall become part of the Contract initiated by the State.

The selected Offerer shall be expected to enter into a Contract that is substantially the same as the **Sample Contract, Attachment I**. A Offerer shall not submit its own standard Contract terms and conditions as a response to this SFO. The Offerer should submit in its offer any exceptions or Contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Offerer.

If the Contract negotiation period exceeds ten (10) business days, or if the selected Offerer fails to sign the final Contract within ten (10) business days of delivery, the State may elect to cancel the award and award the Contract to the next-highest-ranked Offerer.

## **2.23 Right to Prohibit Award**

In accordance with the provisions of La. R.S. 39:2192, any public entity shall be authorized to reject a offer from, or not award a Contract to, a business in which any individual with an ownership interest of five (5) percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a

Contract or SFO awarded under the laws governing public Contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all Contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including Contracts for professional, personal, consulting, and social services.

## **2.24 Schedule of Required Insurance**

### **Staff Insurance**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to **Exhibit A**.

### **Insurance Requirements for Contractors**

**See Exhibit A.**

The cost of such insurance shall be included in the total Contract amount.

## **2.25 Payment**

The maximum amount of the Contract is to be determined. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in **Part 3: Scope of Work/Services, Section 3.3 Deliverables and Technical requirements** (as applicable). Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the Contract Monitor approves the invoice for payment. The State will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid Contract.

### **2.25.1 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Offerer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

## **2.26 Taxes**

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

## **2.27 Termination**

### **2.27.1 Termination for Cause**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

### **2.27.2 Termination for Convenience**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

### **2.27.3 Termination for Non-Appropriation of Funds**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **2.28 Remedies for Default**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of La. R.S. 39:1672.2 -1672.4.

## **2.29 Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **2.30 E-Verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

### **2.31 Ownership of Work Product**

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services Contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

### **2.32 Data/Record Retention**

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

### **2.33 Record Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services Contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract.

### **2.34 Entire Agreement/ Order of Precedence**

The Contract, together with the SFO and addenda issued thereto by the State, the offer submitted by the Contractor in response to the State's SFO, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the SFO and the Contractor's offer) shall take precedence, followed by the provisions of the SFO, and then by the terms of the Contractor's offer.

### **2.35 Contract Modifications**

No amendment or variation of the terms of the Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract shall be binding on any of the parties.

### **2.36 Contractor's Cooperation**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

### **2.37 Substitution of Personnel**

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the Contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his offer.

### **2.38 Corporate Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to La. R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

### **2.39 Assignability**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

### **2.40 Right to Audit / Records Retention**

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any subcontractor under any negotiated Contract or subcontract to the extent that such books and records relate to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subContract.

Access to Records. The following access to records requirements apply to this Contract:

- 1) The Contractor agrees to provide GOHSEP, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.



The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

## **2.41 Non-Discrimination**

The Contractor agrees to abide by the requirements of the following as amended and applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, and the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The Contractor will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **2.42 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

## **2.43 Eligibility Status**

Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

## **2.44 Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, for any Contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

## **2.45 Licenses and Permits**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

## **2.46 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

## **2.47 Cybersecurity Training**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications

closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

#### **2.48 Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

#### **2.49 Severability**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

#### **2.50 Contractor's Certification of No Federal or State Suspension or Debarment**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future Contracts. Contractor shall not employ any subcontractors pursuant to this Contract that are suspended or debarred by any government entity.

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by GOHSEP. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **2.51 Federal Funds**

The Federal Emergency Management Agency (FEMA) is providing funding for this Contract. As such, the State and Contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

#### **2.52 Clean Air Act**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

- 2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **2.53 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **2.54 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

### **2.55 Federal Water Pollution Control Act**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*
- 2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **2.56 Byrd Anti-Lobbying Act**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **2.57 Procurement of Recovered Materials**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- 1) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- 2) Meeting Contract performance requirements; or
- 3) At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's

Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## **2.58 Compliance with Federal Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **2.59 No Obligation by the Federal Government**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

## **2.60 DHS Seal, Logo, and Flags**

The Contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **2.61 Fraud and False or Fraudulent Related Acts**

Contractor must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. The Contractor herein acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's and its subcontractor's actions pertaining to this Contract.

## **2.62 Prohibition on Certain Telecommunications And Video Surveillance Services Or Equipment.**

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

## **2.63 Domestic Preferences for Procurements**

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **2.64 Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

- a) Any party to this Contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- b) Affirmative steps must include:
  - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **2.67 Duty To Defend**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

## **2.65 Contract Approval**

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La.R.S.39:1595.1.

## **PART 3: SCOPE OF WORK/SERVICES**

### **3.1 Scope of Work**

FEMA provides contributions for management costs that a recipient or subrecipient incurs in administering and managing HMGP awards. The Contractor shall provide this assistance at the subrecipient level by understanding their hazard mitigation capabilities and priorities and assisting them with all administrative tasks both direct and indirect associated with executing all phases of the Hazard Mitigation Grant Program. This includes ensuring through successful implementation of the subrecipient's hazard mitigation initiatives that they facilitate timely subapplication development and submission, obligation of FEMA HMGP funding, reimbursement and timely closeout.

Work location will be determined by the subrecipient needs, but Contractor shall be required to attend meetings and travel within the State of Louisiana as needed to execute the scope of work.

### **3.2 Task and Services**

Provide direction and oversight of all staff and subcontractors to assure a high degree of individual performance and compliance with all applicable state and federal laws and regulations and provide daily coordination with the State Contract Monitor and Project Manager on issues of Contract personnel assignments and performance. Perform all tasks and services on behalf of the subrecipient.

- 3.2.1** Provide assistance and build capacity at the subrecipient level by identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future disasters.
- 3.2.2** Prepare, review and submit to GOHSEP grant subapplications consistent with the priorities and direction of the subapplicant and eligibility requirements of the Hazard Mitigation Grant Program.
- 3.2.3** Review hazard mitigation project subapplications for programmatic completeness and regulatory compliance.
- 3.2.4** Gather information, review and recommend for approval the technical components of project subapplications in areas to include but not limited to: engineering analysis, environmental and historical preservation, permitting, and benefit cost analysis (BCA).
- 3.2.5** Perform accounting and auditing tasks, assuring that all federal funds have been accounted for in each of the subrecipient's projects.
- 3.2.6** Develop, compile, review and provide support documentation for subrecipient reimbursement claim in accordance with FEMA law, regulation and policy.
- 3.2.7** Review scope to submit reimbursement claims and need for additional amendments to the scope for cost overruns or underruns.
- 3.2.8** Monitor and notify GOHSEP and subapplicants of delays or other issues impacting project completion, and submit accurate quarterly reports and time extension requests as needed.
- 3.2.9** Prepare, on behalf of the subrecipient, complete packages to GOHSEP to request reimbursement for FEMA eligible costs.
- 3.2.10** Reconcile all project costs and prepare final closeout documentation for grant closeout within 180 days of project period of performance.
- 3.2.11** Make programmatic requests on behalf of the subrecipient to ensure proper approvals and compliance with all HMGP requirements, including but not limited to: EHP, document retention, proposed scope of work changes, proposed budget changes, etc.

- 3.2.12** Provide administrative support to subrecipient as needed for tracking, copying and filing/making electronic files for projects.
- 3.2.13** Attend meetings at the direction of the subrecipient to represent subrecipient interests/claims.
- 3.2.14** Inform, document and ensure that 2 CFR guidelines are communicated to and followed by the subrecipient for their procurement and assist with supporting cost reasonableness as needed.

### **3.3 Deliverables**

The Contractor shall provide the following deliverables to GOHSEP:

#### **3.3.1 Monthly Reports**

The Contractor shall submit to GOHSEP monthly reports demonstrating task order accomplishments for the prior month to include production, quality, staffing and any other criteria deemed necessary by GOHSEP management to monitor and measure performance under this Contract. Monthly reports are due by the 15<sup>th</sup> of the following month.

#### **3.3.2 Task Order Deliverables**

The Contractor shall submit to GOHSEP other deliverables as identified in each Task Order issued.

### **3.4 Technical Requirements**

Not applicable to this SFO.

### **3.5 Project Requirements**

State shall appoint a Contract Monitor for this Contract and the subrecipient shall appoint a Project Manager for each issued task order. The Project Manager will provide oversight of the task order activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State, the only person authorized to issue a Task Order, and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

The Contractor will provide personnel and services that are outlined within the Scope of Services to meet the needs of the State of Louisiana to include closeout and grant management assistance to manage its Stafford Act Public Assistance programs.

The Contractor will take direction from Contract Monitor or designee regarding organizational structure, problem resolution escalation, strategic initiatives, procedures and staffing / resource needs. Any recurring deficiencies in work product identified will result in the Contractor providing an action plan to address how those deficiencies will be addressed and corrected.

#### **3.5.1 Position Descriptions**

The Contractor shall provide qualified personnel as listed below to the State. No changes shall be made to the position titles. These are the minimum requirements for personnel assigned and paid under any Contract resulting from this SFO.



**Project Manager:**

- a) Individual shall possess ten (10) years' experience as a project manager.
- b) Individual shall have knowledge of the Stafford Act, Hazard Mitigation Grant Program, and experience commensurate with the position.
- c) Serves as the day-to-day principal point of contact for the Contractor and to assure that Contractor's personnel are performing within the Contract's scope of services.
- d) Executes all task orders signed by the subrecipient Project Manager and Contract Monitor.
- e) Oversee staff to ensure the overall mission and goals of subrecipient are accomplished.
- f) Ensures that the following deliverables are produced as outlined in **Section 3.3 Deliverables**.

**Senior Advisor for Hazard Mitigation Assistance:**

- a) Individual shall possess ten (10) years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties. Provides technical assistance to the subrecipient. Five (5) years' of experience must be directly involved with the HMGP.
- b) This individual shall demonstrate an extensive knowledge of and experience with a variety of mitigation activities, and the operational and regulatory aspects of the FEMA Hazard Mitigation Grant Program.

**Hazard Mitigation Program Liaison:**

- a) Individual shall possess five (5) years' experience as a program specialist in the area of HMA grant programs.
- b) Assist the subrecipient in the administration of the HMGP.
- c) Assigned to subapplicants and subrecipients and participate in on-site meetings as needed in order to identify and address programmatic issues related to HMA project application development.
- d) Ensure that required project application components are included with each subapplication to include: a description of the activities and anticipated outcomes as a means for FEMA to determine if proposed activities are eligible, the activities can be completed within the approved grant POP, and that proposed costs are reasonable.
- e) Assist subapplicants with the preparation and review of project subapplications, and provides technical assistance to the subrecipient throughout the life of the project(s).
- f) Individual shall be familiar with the operational and regulatory aspects of the HMGP.
- g) Possess knowledge on the technical aspects of the federal grant program and will be expected to exercise independent judgement in coordination and advice to subrecipients, within the limits of applicable Federal and State statutes, regulations, policies and procedures.

**Grants Management Specialist:**

- a) Individual shall possess two (2) year experience as a grant manager in the area of federal grant programs.
- b) Individuals will provide subject-matter expertise in a wide range of duties directly related to grant management and closeout activities of the Stafford Act programs.

- c) Provides reconciliation, accounting and supporting documentation for the assigned grants to ensure that each subrecipient will have an audit quality closeout file.
- d) Conducts reviews to improve practices, promote effectiveness and efficiency, and ensure compliance with laws, rules and regulations.
- e) Provides guidance, oversight, and general assistance to subrecipients in preparing documentation, invoices, and information to request reimbursement for approved, federally funded programs.
- f) Conducts reviews of supporting documentation for the assigned grants to ensure that each subrecipient receives appropriate reimbursement for approved, federally funded program.
- g) Monitors the progress of each assigned subrecipient or project to ensure that all federal and state grant requirements are met and that files are closed in a timely manner.
- h) Possess knowledge on the technical aspects of the program and will be expected to exercise independent judgement in coordination and advice to subrecipients, within the limits of applicable Federal and State statutes, regulations, policies and procedures.
- i) Ensures adequate monitoring of approved projects to include submittal of quarterly progress reports at set intervals.
- j) Individuals shall possess experience working on a state and/or federal grant program; a baccalaureate degree in accounting, business, finance, engineering, architecture, construction management, or similar fields; or experience commensurate with the proven ability to perform the above stated duties.

**Benefit Cost Analysis (BCA) Specialist:**

- a) Prepare preliminary benefit cost analysis for screening projects for efficiency and to prioritize projects for potential ranking and submission to GOHSEP.
- b) Develop a detailed benefit cost analysis for subapplications using a FEMA-approved methodology with a summary and supporting documentation to demonstrate project cost-effectiveness.
- c) Evaluate the applicability of pre-determined benefits to proposed projects.
- d) Evaluate and review Hydrologic & Hydraulic (H&H) studies related to drainage project applications.
- e) Individuals shall possess excellent interpersonal and communication skills and have a minimum of five (5) years' BCA experience working on HMA grants with an emphasis on complex drainage projects, or equivalent experience commensurate with the ability to perform the necessary duties.

**Accounting Analyst:**

- a) Individual shall possess two (2) year experience as an accounting analyst.
- b) Performs general accounting functions using established systems and procedures.
- c) Works with a grant team to conduct day to day activities for Hazard Mitigation Grant Program.
- d) Responsibilities include coding and data entry.

### 3.6 Administrative Actions and Liquidated Damages

#### 3.6.1 GOHSEP Administrative Actions:

- 3.6.1.1 GOHSEP shall notify the Contractor through a written Notice of Action when it is determined the Contractor is deficient or non-compliant with requirements of the Contract. Administrative actions exclude liquidated damages and termination and include, but are not limited to:
- 3.6.1.1.1 A warning through written notice or consultation;
  - 3.6.1.1.2 Education requirement regarding program policies and procedures;
  - 3.6.1.1.3 Referral to the appropriate authority for fraud investigation; and/or
  - 3.6.1.1.4 Submission of a corrective action plan.

#### 3.6.2 Liquidated Damages:

- 3.6.2.1 In the event the Contractor fails to achieve the performance requirement and/or other deliverables specified in the terms and conditions of the Contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce GOHSEP's payments to the Contractor. If the liquidated damages exceed amounts due from GOHSEP, the Contractor will be required to make cash payments for the amount in excess. GOHSEP may also delay the assessment of liquidated damages if it is in the best interest of GOHSEP to do so. GOHSEP may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor the opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of GOHSEP, GOHSEP may reassert the assessment of liquidated damages, even following Contract termination.
- 3.6.2.2 The decision to impose liquidated damages may include consideration of some or all of the following factors:
- 3.6.2.2.1 The duration of the violation;
  - 3.6.2.2.2 Whether the violation (or one that is substantially similar) has previously occurred;
  - 3.6.2.2.3 The Contractor's history of compliance;
  - 3.6.2.2.4 The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the Medicaid beneficiary; and
  - 3.6.2.2.5 The "good faith" exercised by the Contractor in attempting to stay in compliance.
- 3.6.2.3 In the event the Contractor fails to perform as required, the Contractor shall pay GOHSEP the specified amounts listed below as agreed upon liquidated damages.

PERFORMANCE REQUIREMENT	LIQUIDATED DAMAGES
Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this SFO, the Contract, or upon direction of GOHSEP.	One thousand dollar (\$1,000) per business day charge to the Contractor per report for each day after the report due date until the report is received.

<p><b>Contractor shall request approval from GOHSEP to make changes in key staff and must fill vacant Contractually required positions within 30 calendar days.</b></p>	<p>One thousand dollar (\$1,000) per business day charge to the Contractor for each day that a change in key staff is made but not approved by GOHSEP, or failure to fill key staff positions.</p>
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### **3.6.3 Payment of Liquidated Damages:**

- 3.6.3.1 Any liquidated damages assessed by GOHSEP that cannot be collected through withholding from future monthly invoice payments shall be due and payable to GOHSEP within thirty (30) calendar days after the Contractor's receipt of the notice of liquidated damages. However, in the event an appeal by the Contractor results in a decision in favor of the Contractor, any such funds withheld by GOHSEP will be returned to the Contractor.
- 3.6.3.2 If liquidated damages are insufficient, GOHSEP has the right to pursue actual damages. If the Contractor's failure to perform satisfactorily exposes GOHSEP to the likelihood of Contracting with another person or entity to perform services required of the Contractor under this Contract, upon notice setting forth the services, GOHSEP may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. GOHSEP shall account to the Contractor and return any excess to the Contractor.
- 3.6.3.3 GOHSEP has the right to recover any amounts overpaid as the result of deceptive practices by the Contractor and/or its subcontractors, and may consider trebled damages, civil penalties, and/or other remedial measures.
- 3.6.3.4 The violation, failure, or inadequacy of performance may be imputed to a person with whom the Contractor is affiliated where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.

## PART 4: EVALUATION

Offers that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the offer. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the offers using the criteria and scoring as follows:

Criteria	Maximum Score
Company Background and Experience	24
Approach and Methodology	15
Proposed Staff Qualifications	24
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"><li>Up to 10 points available for Hudson-certified Offerers;</li><li>Up to 12 points available for Veteran-certified Offerers;</li><li>If no Veteran-certified Offerers, those two points are not awarded.</li></ul>	12
Cost	25
<b>TOTAL SCORE</b>	<b>100</b>

The offer will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Offerer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the SFO. **Offers not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Offers, Technical Offers and Veteran and Hudson Initiative will be combined to determine the overall score. The Offerer with the highest overall score will be recommended for award.

### 4.1 Cost Evaluation

The Offerer with the lowest total hourly rate extended cost shall receive 25 points. Other Offerers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Offerer being evaluated  
LPC = Lowest Proposed Extended Hourly Cost of all Offerers  
TCP = Total Extended Hourly Cost of Offerer being evaluated

### 4.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

- A. Twelve percent (12%) of the total evaluation points in this SFO are reserved for Offerers who are certified small entrepreneurships, or who will engage the participation of one or more certified small

entrepreneurships as subcontractors. Reserved points shall be added to the applicable Offerers' evaluation score as follows:

**B. Offerer Status and Allotment of Reserved Points**

- i. If the Offerer is a certified Veterans Initiative small entrepreneurship, the Offerer shall receive points equal to twelve percent (12%) of the total evaluation points in this SFO.
- ii. If the Offerer is a certified Hudson Initiative small entrepreneurship, the Offerer shall receive points equal to ten percent (10%) of the total evaluation points in this SFO.
- iii. If the Offerer demonstrates its intent to use certified small entrepreneurship(s) in the performance of Contract work resulting from this solicitation, the Offerer shall receive points equal to the net percentage of Contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this SFO.

If the Offerer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Offerer must note this in its offer in order to receive the full amount of applicable reserved points.

If the Offerer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Offerer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and
- iii. The anticipated dollar value of the subcontract for the three-year Contract term.

***Note – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.***

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Offerer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

## ATTACHMENT I: SAMPLE CONTRACT

### CONTRACT BETWEEN STATE OF LOUISIANA

#### NAME OF DEPARTMENT/AGENCY

Governor's Office of Homeland Security and Emergency Preparedness ("GOHSEP")

AND

#### CONTRACTOR NAME

[Click here to enter the Contractor name](#)

#### CONTRACT NUMBER (ISIS/LAGOV)

[Click here to enter the contract number](#)

#### TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☒ SOCIAL SERVICES ☐ PERSONAL SERVICES ☐  
AGENCY ☐ GOVERNMENTAL ☐ COOPERATIVE ENDEAVOR ☐

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#### CONTRACTOR (Legal Name if Corporation)

[Click here to enter the Contractor](#)

#### FEDERAL EMPLOYER TAX ID NUMBER

[Click here to enter the Contractor's FEIN](#)

#### STATE LDR ACCOUNT #

[Click here to enter the State LDR Account](#)

Number

#### STREET ADDRESS

[Click here to enter the Contractor's street address](#)  
[telephone number](#)

#### TELEPHONE NUMBER

[Click here to enter the Contractor's](#)

CITY [Click here to enter the Contractor's city](#) STATE [Click here to enter the Contractor's state](#)

ZIP CODE [Click here to enter the Contractor's zip code](#)

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#### BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

Provide direction and oversight of all staff and subcontractors to assure a high degree of individual performance and compliance with all applicable state and federal laws and regulations and provide daily coordination with the State Contract Monitor and Project Manager on issues of Contract personnel assignments and performance. Perform all tasks and services on behalf of the subrecipient.

- Provide assistance and build capacity at the subrecipient level by identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future disasters.
- Prepare, review and submit to GOHSEP grant subapplications consistent with the priorities and direction of the subapplicant and eligibility requirements of the Hazard Mitigation Grant Program.
- Review hazard mitigation project subapplications for programmatic completeness and regulatory compliance.

- Gather information, review and recommend for approval the technical components of project subapplications in areas to include but not limited to: engineering analysis, environmental and historical preservation, permitting, and benefit cost analysis (BCA).
- Perform accounting and auditing tasks, assuring that all federal funds have been accounted for in each of the subrecipient's projects.
- Develop, compile, review and provide support documentation for subrecipient reimbursement claim in accordance with FEMA law, regulation and policy.
- Review scope to submit reimbursement claims and need for additional amendments to the scope for cost overruns or underruns.
- Monitor and notify GOHSEP and subapplicants of delays or other issues impacting project completion, and submit accurate quarterly reports and time extension requests as needed.
- Prepare, on behalf of the subrecipient, complete packages to GOHSEP to request reimbursement for FEMA eligible costs.
- Reconcile all project costs and prepare final closeout documentation for grant closeout within 180 days of project period of performance.
- Make programmatic requests on behalf of the subrecipient to ensure proper approvals and compliance with all HMGP requirements, including but not limited to: EHP, document retention, proposed scope of work changes, proposed budget changes, etc.
- Provide administrative support to subrecipient as needed for tracking, copying and filing/making electronic files for projects.
- Attend meetings at the direction of the subrecipient to represent subrecipient interests/claims.
- Inform, document and ensure that 2 CFR guidelines are communicated to and followed by the subrecipient for their procurement and assist with supporting cost reasonableness as needed.

## **Deliverables**

The Contractor shall provide the following deliverables to GOHSEP:

### **Monthly Reports**

The Contractor shall submit to GOHSEP monthly reports demonstrating task order accomplishments for the prior month to include production, quality, staffing and any other criteria deemed necessary by GOHSEP management to monitor and measure performance under this Contract. Monthly reports are due by the 15<sup>th</sup> of the following month.

### **Task Order Deliverables**

The Contractor shall submit to GOHSEP other deliverables as identified in each Task Order issued.

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#### **BEGIN DATE**

Estimated August 2, 2021

#### **END DATE**

Estimated August 1, 2022

#### **MAXIMUM CONTRACT AMOUNT**

\$4,500,000

#### **MULTI-YEAR CONTRACT BREAKDOWN**

\$1,500,000 8/2/2021 – 8/1/2022

\$1,500,000 8/2/2022 – 8/1/2023

\$1,500,000 8/2/2023 – 8/1/2024

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**TERMS OF PAYMENT** – If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

The State shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice.

**PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:**  
GOHSEP Contract Monitor.

### **Taxes**

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

### **Schedule of Required Insurance**

#### **Staff Insurance**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to **Exhibit A**.

#### **Insurance Requirements for Contractors**

**See Exhibit A.**

### **Termination**

#### **Termination for Cause**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

### **Termination for Convenience**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

### **Termination for Non-Appropriation of Funds**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **Remedies for Default**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of La. R.S. 39:1672.2 -1672.4.

### **Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **E-Verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

### **Ownership of Work Product**

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services Contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

### **Data/Record Retention**

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable

State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

### **Record Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services Contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract.

### **Entire Agreement/ Order of Precedence**

The Contract, together with the SFO, and addenda issued thereto by the State, the offer submitted by the Contractor in response to the State's SFO, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the SFO and the Contractor's offer) shall take precedence, followed by the provisions of the SFO, and then by the terms of the Contractor's offer.

### **Contract Modifications**

No amendment or variation of the terms of the Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract shall be binding on any of the parties.

### **Contractor's Cooperation**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

### **Substitution of Personnel**

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the Contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his offer.

## **Corporate Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to La. R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

## **Assignability**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

## **Right to Audit / Records Retention**

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any subcontractor under any negotiated Contract or subcontract to the extent that such books and records relate to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Access to Records. The following access to records requirements apply to this Contract:

- 1) The Contractor agrees to provide GOHSEP, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

## **Non-Discrimination**

The Contractor agrees to abide by the requirements of the following as amended and applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of

the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, and the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The Contractor will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

## **Eligibility Status**

Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

## **Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, for any Contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

## **Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

## **Licenses and Permits**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

## **Security**

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

## **Cybersecurity Training**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State

information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

### **Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La.R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

### **Severability**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

### **Contractor's Certification of No Federal or State Suspension or Debarment**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future Contracts. Contractor shall not employ any subcontractors pursuant to this Contract that are suspended or debarred by any government entity.

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by GOHSEP. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Federal Funds**

The Federal Emergency Management Agency (FEMA) is providing funding for this Contract. As such, the State and Contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

## **Clean Air Act**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
- 2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

## **Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

## **Federal Water Pollution Control Act**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*
- 2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **Byrd Anti-Lobbying Act**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **Procurement of Recovered Materials**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- 1) Competitively within a timeframe providing for compliance with the Contract performance



schedule;

2) Meeting Contract performance requirements; or

3) At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **Compliance with Federal Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **No Obligation by the Federal Government**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

### **DHS Seal, Logo, and Flags**

The Contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **Fraud and False or Fraudulent Related Acts**

Contractor must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. The Contractor herein acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's and its subcontractor's actions pertaining to this Contract.

### **Domestic Preferences for Procurements**

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

- a) Any party to this Contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.
- b) Affirmative steps must include:
  - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **Prohibition on Certain Telecommunications And Video Surveillance Services Or Equipment**

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a Contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew Contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this Contract, subcontract, or other Contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit Contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (i) Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within ten (10) business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other Contractual instruments.

## **Contract Approval**

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La.R.S.39:1595.1.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.  
IN WITNESS WHEREOF, the parties have executed this Agreement as of this day (**enter date**)

WITNESSES SIGNATURES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

GOVERNOR'S OFFICE OF HOMELAND  
SECURITY AND EMERGENCY  
PREPAREDNESS:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

WITNESSES SIGNATURES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID#

\_\_\_\_\_  
Telephone Number

## ATTACHMENT II: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Offers (SFO), including attachments.

**OFFICIAL CONTACT.** The State requests that the Offerer designate one person to receive all documents and the method in which the documents are best delivered. The Offerer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: \_\_\_\_\_  
B. E-mail Address: \_\_\_\_\_  
C. Facsimile Number with area code: (     ) \_\_\_\_\_  
D. US Mail Address: \_\_\_\_\_

Offerer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this offer and authorized signature below, Offerer shall certify that:

1. The information contained in its response to this SFO is accurate;
2. Offerer shall comply with each of the mandatory requirements listed in the SFO and will meet or exceed the functional and technical requirements specified therein;
3. Offerer shall accept the procedures, evaluation criteria, mandatory Contract terms and conditions, and all other administrative requirements set forth in this SFO.
4. Offerer's quote shall be valid for at least ninety (90) calendar days from the date of offer's signature below;
5. Offerer understands that if selected as the successful Offerer, he/she will have ten (10) business days from the date of delivery of final Contract in which to complete Contract negotiations, if any, and execute the final Contract document.
6. Offerer shall certify, by signing and submitting a offer for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Offerer understands that, if selected as a Contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Offerer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Offerer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any Contract by the Office of State Procurement. The Contracting agency reserves the right to withdraw its consent to any Contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Offerer certifies and agrees that the following information is correct: In preparing its response, the Offerer has considered all offers submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Offerer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Offerer if this certification is subsequently determined to be false, and to terminate any Contract awarded based on such a false response.
10. Offerer certifies that the cost submitted was independently arrived at without collusion .

Signature of Offerer or Authorized Representative \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

### ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractors, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term Contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the Contract. All Contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this Contract during the Contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov).

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<b><u>Payment Type</u></b>	<b><u>Will Accept</u></b>	<b><u>Already Enrolled</u></b>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

## ATTACHMENT IV: COST WORKSHEET

**NOTE – Cost Sheet Shall be submitted as a separate attachment/document and not with Technical Offer.**

If any part of this Attachment IV is:

- left blank;
- multiple prices are proposed for any hourly rate; or
- any changes are made to wording in the table,

**THIS OFFER WILL BE CONSIDERED NON-RESPONSIVE.**

### **COST PRICING**

The Hourly Rate for each position classification is fully burdened and includes all labor, travel, overhead, and all other program expenses.

Position	Estimated Number of Positions Required <sup>1</sup>	Hourly Rate Per Position <sup>2</sup>	Hourly Rate Extended Cost (Est. # of Positions x Hourly Rate)
Project Manager	1	\$	\$
Senior Advisor for Hazard Mitigation Assistance	1	\$	\$
Hazard Mitigation Program Liaison	4	\$	\$
Grant Management Specialist	2	\$	\$
Benefit Cost Analysis Specialist	1	\$	\$
Accounting Analyst	1	\$	\$
<b>Total Hourly Rate Extended Cost Calculation</b>			<b>\$</b>

<sup>1</sup> The estimated number of positions is used as for the **evaluation of cost only**, not the expected staffing requirement of the selected Offerer.

<sup>2</sup> Hourly rates listed in response to the above may be decreased through negotiation in any Contract entered into as a result of this SFO, including the original Contract and renewals, but **shall not be increased**. No changes shall be made to the position titles.

## ATTACHMENT V: STAFFING CHART

First & Last Name	Position Title assigned per SFO	Education Level	Current Employee of Offerer (Yes or No)	Length of time worked with Offerer	If not a current employee of Offerer, list anticipated hire date	Years of Experience working with Recipients (Grantees)	Years of Experience working with Subrecipients	Relevant years of experience in position assigned per SFO.	Other Comments

*Note: Add additional rows as needed. No change shall be made to to the position titles.*



## **EXHIBIT A: INSURANCE REQUIREMENTS**

### **1.1 Insurance Requirements for Contractors**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

#### **1.1.1 Contractor's Insurance**

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount.

#### **1.1.2 Minimum Scope and Limits of Insurance**

##### **1.1.2.1 Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

##### **1.1.2.2 Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

##### **1.1.2.3 Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

##### **1.1.2.4 Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non owned automobiles.

#### 1.1.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

#### 1.1.3 Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### 1.1.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

##### 1.1.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

##### 1.1.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

##### 1.1.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### 1.1.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### 1.1.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Governor's Office of Homeland Security and Emergency Preparedness, Its Officers, Agents, Employees and Volunteers

7667 Independence Blvd.

Baton Rouge, LA 70806

**Hurricane Laura and Delta - Program Management Assistance for Stafford Act – Hazard Mitigation Assistance Programs for Subrecipients**

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

#### 1.1.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### 1.1.8 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the Contract.